

RECEIVED
U.S. DISTRICT COURT
NEW ALBANY DIVISION

MAR 10 2008

LAURA A. BRIGGS

IN THE CIRCUIT COURT OF SCOTT COUNTY

STATE OF INDIANA

KAREN DEATON

PLAINTIFF

4:08-cv-0031-DFH-WGH

VS.

CASE NO.: 22CD1-0802-PT-3

MULTI-COLOR CORPORATION and
GUARDIAN LIFE INSURANCE COMPANY
OF AMERICA

DEFENDANTS

FILED

FEB 11 2008

COMPLAINT

Shaw L. Swenseth
CLERK SCOTT CIRCUIT COURT

Plaintiff, Karen Deaton, alleges:

GENERAL ALLEGATIONS

1. Plaintiff became employed with Defendant Multi-Color Corporation ("Multi-Color") on or about March 1, 1999, and was presently employed with said corporation as an Operator until October 15, 2007.
2. That Multi-Color does business within the State of Indiana, and has a manufacturing facility located in Scott County, Indiana, specifically 2281 South US 31, Scottsburg, Indiana 47170, and makes styrofoam cups and plates at said facility.
3. That Multi-Color offers its employees, including Plaintiff, certain benefits such as health, vision, prescription and dental insurance, and life insurance for the employee and the employee's family.
4. Defendant Guardian Insurance Company of America ("Guardian") does business within the State of Indiana, provides life insurance and contracted with Multi-Color to provide life

Insurance for its employees.

5. That on or about November 2006, Multi-Color and Guardian had open enrollment at its company for benefits for its employees.

6. That Plaintiff attended one of the open enrollment meetings and was assisted by Multi-Color's Human Resources Director in completing her benefits enrollment form. (Copy attached as Exhibit "A").

7. That pursuant to the benefits enrollment form for the year effective January 1, 2007, Plaintiff elected to have \$50,000.00 of life insurance on her spouse, Jeffrey Deaton.

8. That with the exception of the year 2003 Plaintiff had previously elected on an annual basis, since the date of her hire in March 1, 1999, to have life insurance covering her spouse and said coverage had been approved by Guardian and said amount for the insurance had been charged and deducted from her earnings by Multi-Color.

9. That Plaintiff's spouse, Jeffrey Deaton, died unexpectedly on March 8, 2007 of a massive heart attack.

10. That Plaintiff made a claim for the proceeds and death benefits of the policy and was advised by letter dated March 19, 2007 (copy attached as Exhibit "B") from Guardian that her application for life insurance had been declined.

11. That Plaintiff was further advised by Multi-Color that she was only entitled to Accidental Death Coverage not Life Insurance coverage because Multi-Color had deducted an incorrect amount from her pay earnings.

COUNT 1

12. That Plaintiff realleges Paragraphs numbered 1 through 11 of this Complaint.

13. That Plaintiff has been denied life insurance benefits to which she is entitled to in the amount of \$50,000.00 as a result of the neglectful and wrongful actions of Multi-Color and Guardian or its agents in processing Plaintiff's benefits form.

14. That Multi-Color and Guardian's actions have proximately caused Plaintiff to be deprived of life insurance benefits in the amount of \$50,000.00.

15. That Plaintiff is entitled to judgment against Defendants, Multi-Color and Guardian, jointly and severally, in the amount of \$50,000.00 plus interest and attorney fees for having to bring this action.

COUNT II & III CONTRACT VIOLATIONS

16. Plaintiff realleges Paragraphs numbered 1 through 15 of this Complaint.

17. That Plaintiff is a third party beneficiary of any contract between Guardian and Multi-Color for Guardian to provide insurance benefits to Multi-Color's employees.

18. That Guardian and Multi-Color breached their agreement to provide Plaintiff with insurance benefits as she requested and to which she was entitled.

19. That as a result of Multi-Color and Guardian's breach, Plaintiff has been denied her right to the sum of \$50,000.00 in insurance benefits.

COUNT IV - FRAUD & DECEPTION

20. Plaintiff realleges Paragraphs numbered 1 through 19 of this Complaint.

21. That Multi-Color knowingly took and collected insurance premiums from Plaintiff for life insurance coverage on her spouse since March 1, 1999 and excepting only the year of 2003.

22. That Multi-Color and Guardian had no intention of providing insurance coverage to the Plaintiff with respect to life insurance coverage on her spouse.

23. That Multi-Color and Guardian deceived the Plaintiff in taking and receiving premiums for insurance coverage that apparently was not provided.

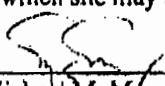
24. That upon Plaintiff's husband's death, Multi-Color and Guardian knowingly failed to process correctly Plaintiff's insurance claim resulting in a wrongful denial of Plaintiff's claim for life insurance benefits for which she had purchased and paid for and to which she was entitled.

25. That the foregoing actions of Multi-Color and Guardian constitute deception and fraud and Plaintiff has suffered a pecuniary loss as a result of these actions of Multi-Color and Guardian.

26. That by I.C. 34-24-3-1, Plaintiff is entitled to Three (3) times her actual damages, her costs of the action, a reasonable attorney's fee, and such other allowable costs and expenses as set forth therein.

WHEREFORE, Plaintiff requests the Court enter the following relief:

1. Enter Judgment against Defendants Multi-Color and Guardian, jointly and severally, in the amount of \$50,000.00 with said amount to be trebled to \$150,000.00 to which Plaintiff is entitled.
2. That Plaintiff recover prejudgment interest, her costs, and a reasonable attorney's fee.
3. That Plaintiff recover such other allowable costs and expenses as set forth by I.C. 34-24-3-1.
4. That Plaintiff recover all other relief to which she may be entitled.



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REQUEST FOR JURY TRIAL

Plaintiff, by counsel, requests trial by jury be had in this cause.



Michael M. Masonmeyer, Attorney

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